

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

February 22, 2019

Jean J. Bordenave, PE
PO Box 91194
Albuquerque, NM, 87199

RE: Lead Ave. SW Condominiums
1010 Lead Ave SW
Permanent C.O. - Accepted
Engineer's Certification Dated 02/12/19
Engineer Stamp Date: 07/10/17
Hydrology File: K13D075

Dear Mr. Bordenave:

PO Box 1293

Based on the Certification received 02/15/19 and site visit on 02/22/19, this certification is approved in support of Permanent Release of Occupancy by Hydrology.

Albuquerque

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

NM 87103

Sincerely,

www.cabq.gov

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: CASITAS DE ALB. Building Permit #: _____ Hydrology File #: K13/D075
DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: LOT 12-A-1

City Address: 1010 LEAD AVE SW

Applicant: BORDENAVE DESIGNS Contact: JAKE

Address: PO BOX 91194, ALB, NM 87199

Phone#: 505-823-1344 Fax#: — E-mail: jakebordenave@comcast.net

Other Contact: DAVID GREEN Contact: DAVID

Address: _____

Phone#: _____ Fax#: _____ E-mail: _____

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE ☒ DRB SITE _____ ADMIN SITE

IS THIS A RESUBMITTAL? _____ Yes ☒ No

DEPARTMENT _____ TRANSPORTATION ☒ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE MASTER PLAN
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ STREET LIGHT LAYOUT
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ SO-19 APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ GRADING/ PAD CERTIFICATION
- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) _____

DATE SUBMITTED: 02/13/19 By: Jake Bordenave

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between GR Reef Investments, LLC ("Owner"), whose address is P.O. Box 90403, Albuquerque NM 87199, and whose telephone number is (505) 269-4734 and the City of Albuquerque, New Mexico, a municipal corporation whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. The Owner is the current owner of the following described real property located at [give legal description, and street address]

LOT 12-A-1, Block 33, RAYNOLDS ADDITION
1010 LEAD AVE. SW

recorded on JAN 17, 2017, pages 2017 through 23, as Document No. 2017015265 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facility. The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:

WATER HARVESTING PONDS

The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

Yas

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]: [Signature]
Name [print]: Greg Lobbest
Title: Owner
Dated: 2-1-19

CITY OF ALBUQUERQUE:

By: _____
Shahab Biazar, P.E., City engineer
Dated: _____

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 1 day of February,
2019, by Greg Lobbest (name of person signing),
Managing Member (title of person signing) of

(Owner).

[Signature]
Notary Public
My Commission Expires: November 04, 2020



CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____
_____, 20____, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____

(EXHIBIT A ATTACHED)